

SUPREME
OIL

JOINT 3

FINAL OFFERARTICLE 5 - WAGES

| | | |
|-----------------|---|--------|
| October 1, 2003 | - | \$.40 |
| October 1, 2004 | - | \$.20 |
| October 1, 2005 | - | \$.25 |

- *Full time hi-to drivers will receive an additional \$.25 per hour.
- *One operator of the Columbia machine and one operator of the 6-1 line will receive an additional \$.15 per hour premium.

ARTICLE 6- Shifts, Premium Pay and Additional Shifts

Each employee working a shift from 12 noon to 12 midnight shall receive an additional \$.10 per hour as a shift differential to a total of \$.20.

ARTICLE 13 - Welfare Fund

(A) The Employer agrees to contribute monthly, in the first week of each month, to both the UFCW Local 174 Commercial Healthcare Fund (Plan A) and to the Local 1245 Benefit Plan Administration the following sums per employee per month for all covered employees who have worked at any time during the month after six (6) months of employment

Family Plan

| | | |
|---------------------------|--------------------|------|
| Effective October 1, 2003 | \$590.00 per month | 1245 |
| Effective October 1, 2004 | \$590.00 per month | |
| Effective October 1, 2005 | \$590.00 per month | |

Single Plan

| | | |
|---------------------------|--------------------|------|
| Effective October 1, 2003 | \$271.00 per month | 1245 |
| Effective October 1, 2004 | \$295.00 per month | |
| Effective October 1, 2005 | \$334.00 per month | |

(B) Said contributions will be allocated between the two Funds as follows:

(a) UFCW Local 174 Commercial Health CareFamily Plan

| | |
|---------------------------|---------------------|
| Effective October 1, 2003 | \$458.00 per month |
| Effective October 1, 2004 | \$508.00 per month* |
| Effective October 1, 2005 | \$558.00 per month* |

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*Rates may be increased by up to \$25.00 per month in accordance with a call-up to all contributing Employers.

Single Coverage

| | |
|---------------------------|---------------------|
| Effective October 1, 2003 | \$271.00 per month |
| Effective October 1, 2004 | \$295.00 per month* |
| Effective October 1, 2005 | \$334.00 per month* |

*Rates may be increased by up to \$25.00 per month in accordance with a call-up to all contributing Employers.

(b) Local 1245 Benefit Plan Administration

Family Plan

| | |
|---------------------------|---------------------|
| Effective October 1, 2003 | \$132.00 per month |
| Effective October 1, 2004 | \$ 82.00 per month* |
| Effective October 1, 2005 | \$ 32.00 per month* |

*Rates may be decreased as a result of a call-up from the 174 plan.

(C) It is intended that the Employer continue its contribution into the UFCW Local 174 Commercial Health Care Fund and that the employees covered thereunder receive benefits from that Fund in accordance with the contribution rate, the UFCW Local 174 Commercial Health Care Fund (Plan A), and this Collective Bargaining Agreement.

(D) It is intended that additional contribution to the Local 1245 Benefit Plan Administration establish the Employer's rights and obligations as a contributing Employer to that Plan. The parties intend that Employer shall, on or before October 1, 2006, withdraw from coverage and contribution to the UFCW Local 174 Commercial Health Care Fund and contribute fully at the then effective contribution rate to the Local 1245 Benefit Plan Administration with its employees receiving coverages under the Local 1245 Benefit Plan Administration in accordance with that Plan and this Collective Bargaining Agreement. The contributions made by this Employer to the Local 1245 Benefit Plan Administration during the term of this Collective Bargaining Agreement shall be applied as a credit to the Employer's contribution rate at the time the Employer withdraws from the UFCW Local 174 Commercial Health Care Fund and effects coverage under the Local 1245 Benefit Plan Administration.

(E) In the event the Trustees of the Local 1245 Benefit Plan Administration do not permit this Employer to contribute towards coverage on behalf of its eligible employees, any funds paid under this paragraph to the Local 1245 Benefit Plan Administration shall be refunded to the Employer without interest at such time.

ARTICLE 21 - Shop Stewards

The Shop Steward shall receive one (1) paid day off per contract year to attend a Local

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1245 Educational Seminar.

ARTICLE 35 - Effectiveness of Agreement

Delete

ARTICLE 36 - Duration of Agreement

Term of Agreement - October 1, 2003 to September 30, 2006.

Appendix A

Modify Agreement to reflect prior understanding that the Employer may employ vacation replacements during the vacation periods set forth in Article 9 (B).

New Clause

This Agreement shall be automatically extended until such time as the parties have concluded negotiations and ratification of a new Agreement for Ideal Plastic Containers Company.

DELETE THIS LANGUAGE

In all other respects the contract and its terms shall remain unchanged.

SUPREME OIL COMPANY

U. F. C. W. LOCAL 1245

By [Signature] as attorney

By [Signature]

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DEC-11-06 15:11 FROM-

T-299 P.003/006 F-078

2006
12/11

MEMORANDUM AGREEMENT

This Agreement entered into this 6th day of December, 2006 by and between SUPREME OIL COMPANY, ("Employer") and LOCAL 1245 UNITED FOOD & COMMERCIAL WORKERS, ("Union").

The parties having met and negotiated have reached the following agreement:

ARTICLE 5 - Wages

| | |
|-------------------|-----------------|
| 10/1/06 - 9/30/07 | \$.50 per hour |
| 10/1/07 - 9/30/08 | \$.25 per hour |
| 10/1/08 - 9/30/09 | \$.20 per hour |

Straight time retro to be paid on or before December 22, 2006.
Overtime retro to be paid on or before January 19, 2007.

ARTICLE 6 - Shifts, Premium Pay and Additional Shifts

Increase shift differential from \$.20 to \$.30 for those employees who have completed progression.

ARTICLE 13 - Welfare Fund

UFCW Local 174 Commercial Health Care Fund (A) Plan.

Family Plan

| <u>Effective Date</u> | <u>Contribution</u> |
|-----------------------|---------------------|
| October 1, 2006 | \$660.00 per month |
| October 1, 2007 | \$740.00 per month |
| October 1, 2008 | \$815.00 per month |

Single Plan

| <u>Effective Date</u> | <u>Contribution</u> |
|-----------------------|---------------------|
| October 1, 2006 | \$437.00 per month |
| October 1, 2007 | \$516.00 per month |
| October 1, 2008 | \$591.00 per month |

ARTICLE 35 - Duration of Agreement

Effective October 1, 2006 to September 30, 2009

FROM : UFCW Local 1245

FAX NO. : 9732567437

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In all other respects the contract and its terms shall remain unchanged.

Subject to ratification on or before December 20, 2006.

FINAL OFFER
SUPREME OIL COMPANY

By *[Signature]*, atty

**LOCAL 1245 UNITED FOOD &
COMMERCIAL WORKERS**

By *[Signature]*
12-12-06